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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF ORANGE
LIMITED JURISDICTION**

JACOB CORDELL,
PLAINTIFF,
-vs-
I.Q. DATA INTERNATIONAL, INC., and
DOES 1-10, inclusive,
Defendant.
)

) CASE NO.: 30-2018-01035408-CL-NP-
CJC
) FIRST AMENDED COMPLAINT
)
1. Violation of the Fair Debt Collection Practice Act;
2. Violation of the Rosenthal Fair Debt Collection Practices Act;
3. Violation of the Fair Credit Reporting Act; and
4. Violation of California Consumer Credit Reporting Agencies Act
)
JURY REQUESTED
)
(Amount Not to Exceed \$10,000)

I. INTRODUCTION

1. This is an action for damages brought by an individual consumer for Defendant's violations of the Fair Debt Collection Practices Act, 15 U.S.C. § 1692 *et seq.* (hereinafter "FDCPA") and the Rosenthal Fair Debt Collection Practice Act, Cal. Civ. Code § 1788 *et seq.* (hereinafter "RFDCPA"), both of which prohibits debt collectors from engaging in abusive, deceptive, and unfair practices, and the Fair Credit Reporting Act, 15 U.S.C. § 1681 *et seq.* (hereinafter, "FCRA") and the California Consumer Credit Reporting Agencies Act, Cal. Civ.

1 Code § 1785.25(a) (hereinafter, “CA CCRAA”), both of which regulate the collection,
2 dissemination, and use of consumer information, including consumer credit information.

3 **II. PARTIES**

4 2. Plaintiff, JACOB CORDELL (hereinafter “Plaintiff”), is a natural person residing
5 in Placer County, and is a “consumer” as defined by the FDCPA, 15 U.S.C. §1692a(3) and a
6 “debtor” as defined by Cal. Civ. Code § 1788.2(h), a “consumer” as defined by 15 U.S.C. § 1681a.

7 3. At all relevant times herein, Defendant I.Q. DATA INTERNATIONAL, INC.
8 (hereinafter “Defendant”) was a company engaged, by use of the mails and telephone, in the
9 business of collecting a debt from Plaintiff which qualifies as a “debt,” as defined by 15 U.S.C. §
10 1692a(5), and a “consumer debt,” as defined by Cal. Civ. Code § 1788.2(f). Defendant regularly
11 attempts to collect debts alleged to be due another, and therefore is a “debt collector” as defined
12 by the FDCPA, 15 U.S.C. § 1692a(6), and RFDCPA, Cal. Civ. Code § 1788.2(c)

13 4. Furthermore, Defendant regularly provided information to consumer reporting
14 agencies and is therefore an “information furnisher” as defined by the FCRA and CA CCRAA.
15 At all relevant times, Defendant was a “person” as that term is defined by 15 U.S.C. § 1681a(b).

16 5. At all relevant times, credit reports as alleged in this pleading are “consumer
17 reports” as that term is defined by 15 U.S.C. §1681a(d).

18 6. The above named Defendant, and its subsidiaries and agents, are collectively
19 referred to as “Defendants.” The true names and capacities of the Defendants sued herein as DOE
20 DEFENDANTS 1 through 10, inclusive, are currently unknown to Plaintiff, who therefore sues
21 such Defendants by fictitious names. Each of the Defendants designated herein as a DOE is
22 legally responsible for the unlawful acts alleged herein. Plaintiff will seek leave of Court to
23 amend the Complaint to reflect the true names and capacities of the DOE Defendants when such
24 identities become known.

25 7. Plaintiff is informed and believes that at all relevant times, each and every
26 Defendant was acting as an agent and/or employee of each of the other Defendants and was acting
27 within the course and scope of said agency and/or employment with the full knowledge and
28 consent of each of the other Defendants. Plaintiff is informed and believes that each of the acts

1 and/or omissions complained of herein was made known to, and ratified by, each of the other
2 Defendants.

3 **III. FACTUAL ALLEGATIONS**

4 8. At various and multiple times prior to the filing of the instant complaint, including
5 within the one year preceding the filing of this complaint, Defendant contacted Plaintiff and
6 reported derogatory information on Plaintiff's consumer credit report, all in connection with
7 collection on an alleged debt.

8 9. Plaintiff does not owe Defendant the alleged debt Defendant was, at all times
relevant herein, attempting to collect from Plaintiff.

10 10. Defendant has attempted to collect an alleged, albeit erroneous, debt originally
11 owed to RENEW AT THE SHOPS APARTMENTS (hereinafter, "RENEW"), in the amount of
12 \$2,268.65.

13 11. On or about November 27, 2018, Plaintiff contacted Defendant to get the balance
14 owed, he was told by Defendant that they will not remove it from Plaintiff's credit and that they
15 will try to garnish Plaintiff's wages.

16 12. However, Plaintiff owes no debt to RENEW, and the debt Defendant was
17 attempting to collect was and is at all times relevant herein utterly erroneous.

18 13. Plaintiff moved out of RENEW and returned the keys on March 15, 2018.

19 14. Furthermore, Plaintiff disputed the validity of the debt as early as April of 2018.

20 15. Alas, Plaintiff's efforts to notify Defendant of the indisputable and unequivocal
21 invalidity of the debt were to no avail, and Defendant continued its debt collection efforts and
22 erroneous credit reporting.

23 16. § 1788.17 of the RFDCPA mandates that every debt collector collecting or
24 attempting to collect a consumer debt shall comply with the provisions of Sections 1692b to
25 1692j, inclusive, of, and shall be subject to the remedies in Section 1692k of, Title 15 of the
26 United States Code statutory regulations contained within the FDCPA, 15 U.S.C. § 1692d, and §
27 1692d(5).

28 17. Defendant's conduct violated the FDCPA and RFDCPA in multiple ways,
including but not limited to:

- 1 a) Falsely representing the character, amount, or legal status of Plaintiff's debt
2 (15 U.S.C. § 1692e(2)(A));
- 3 b) Communicating or threatening to communicate credit information which is
4 known or which should be known to be false (15 U.S.C. § 1692e(8));
- 5 c) Using unfair or unconscionable means against Plaintiff in connection with an
6 attempt to collect a debt (15 U.S.C. § 1692f);
- 7 d) Collecting an amount from Plaintiff that is not expressly authorized by the
8 agreement creating the debt (15 U.S.C. § 1692f(1)); and
- 9 e) Collecting an amount from Plaintiff that is not permitted by law (15 U.S.C. §
10 1692f(1));
- 11 f) Threatening to take an action against Plaintiff that cannot be legally taken or
12 that was not actually intended to be taken (15 U.S.C. § 1692e(5))

13 18. Defendant furnished inaccurate and false information to the consumer credit
14 reporting agencies. This has resulted in a negative effect on Plaintiff's credit score.

15 19. In or around April 2018, Plaintiff submitted a written dispute to the credit reporting
16 agencies disputing the validity of the reporting furnished by Defendant.

17 20. Defendant is aware that the credit reporting agencies to which they are providing
18 this information are going to disseminate this information to various other persons or parties who
19 will be reviewing this information for the purpose of extending credit, insurance or employment
20 and that they have already done so.

21 21. As a result of Defendant's inaccurate reporting of Plaintiff's accounts, Plaintiff's
22 credit score decreased. Plaintiff was and/or will be denied future loans due to the derogatory
23 items placed by Defendant on Plaintiff's credit report.

24 22. The inaccurate information negatively reflects upon the Plaintiff, Plaintiff's credit
25 repayment history, Plaintiff's financial responsibility as a debtor and Plaintiff's credit worthiness.

26 23. The credit reports have been and continue to be disseminated to various persons
27 and credit grantors, both known and unknown.

28 24. Plaintiff has been damaged, and continues to be damaged, in the following ways:

- 1 a. Emotional distress and mental anguish associated with having incorrect
2 derogatory personal information transmitted about Plaintiff to other people
both known and unknown; and
- 3 b. Decreased credit score which may result in inability to obtain credit on future
attempts.
- 4 c. Out of pocket expenses associated with disputing the information only to find
the information to remain on the credit report;

5 25. At all times pertinent hereto, Defendant was acting by and through its agents,
6 servants and/or employees who were acting within the course and scope of their agency or
7 employment, and under the direct supervision and control of Defendant herein.

8 26. At all times pertinent hereto, the conduct of Defendant, as well as that of its agents,
9 servants and/or employees, was malicious, intentional, willful, reckless, and in grossly negligent
10 disregard for federal and state laws and the rights of Plaintiff herein.

11 27. Defendant violated sections 1681n and 1681o of the FCRA by engaging in the
12 following conduct that violates 15 U.S.C. §1681s-2(b):

- 13 a. Willfully and negligently continuing to furnish and disseminate inaccurate and
14 derogatory credit, account and other information concerning the Plaintiff to
15 credit reporting agencies and other entities despite knowing that said
information was inaccurate; and,
- 16 b. Willfully and negligently failing to comply with the requirements imposed on
17 furnishers of information pursuant to 15 U.S.C. §1681s-2.

18 28. Defendant's conduct was a direct and proximate cause, as well as a substantial
19 factor, in causing the injuries, damages and harm to Plaintiff that are outlined more fully above,
20 and as a result, Defendant is liable to compensate Plaintiff for the full amount of statutory, actual
21 and punitive damages, along with attorneys' fees and costs, as well as such other relief permitted
22 by law.

23 29. Further, Defendant failed to notify Plaintiff of their intention to report negative
24 information on their credit reports. Defendant then failed to correct the disputed information
25 within thirty days of Plaintiff's dispute of that information.

26 30. As a result of the above violations of the FDCPA, RFDCPA, FCRA, and CCRA,
27 Plaintiff suffered and continue to suffer injury to Plaintiff's feelings, personal humiliation,
28 embarrassment, mental anguish and emotional distress, and Defendant is liable to PLAINTIFF
for PLAINTIFF'S actual damages, statutory damages, and costs and attorney's fees.

1 **COUNT I: VIOLATION OF FAIR DEBT**
2 **COLLECTION PRACTICES ACT**

- 3 31. Plaintiff reincorporates by reference all of the preceding paragraphs.
4 32. To the extent that Defendant's actions, counted above, violated the FDCPA, those
5 actions were done knowingly and willfully.

6 **PRAYER FOR RELIEF**

7 WHEREFORE, Plaintiff respectfully prays that judgment be entered against Defendant
8 for the following:

- 9 A. Actual damages;
10 B. Statutory damages for willful and negligent violations;
11 C. Costs and reasonable attorney's fees; and
12 D. For such other and further relief as may be just and proper.

13 **COUNT II: VIOLATION OF ROSENTHAL**
14 **FAIR DEBT COLLECTION PRACTICES ACT**

- 15 33. Plaintiff reincorporates by reference all of the preceding paragraphs.

16 **PRAYER FOR RELIEF**

17 WHEREFORE, Plaintiff respectfully prays that judgment be entered against Defendant
18 for the following:

- 19 A. Actual damages;
20 B. Statutory damages;
21 C. Costs and reasonable attorney's fees; and
22 D. For such other and further relief as may be just and proper.

23 **COUNT III: VIOLATION OF THE FAIR CREDIT REPORTING ACT**

- 24 34. Plaintiff incorporates by reference all of the preceding paragraphs.
25 35. To the extent that Defendant's actions, counted above, violated the FCRA, those
26 actions were done knowingly and willfully.

27 **PRAYER FOR RELIEF**

28 WHEREFORE, Plaintiff respectfully prays that judgment be entered against the
29 Defendants for the following:

- 30 A. Actual damages;
31 B. Statutory damages for willful and negligent violations;
32 C. Costs and reasonable attorney's fees; and

1 D. For such other and further relief as may be just and proper.

2 **COUNT IV: VIOLATION OF THE CALIFORNIA CONSUMER CREDIT REPORTING**
3 **AGENCIES ACT**

4 36. Plaintiff incorporates by reference all of the proceeding paragraphs.

5 37. California Civil Code § 1785.25 (a) states that a "person shall not furnish
6 information on a specific transaction or experience to any consumer credit reporting agency if the
7 person knows or should know the information is incomplete or inaccurate."

8 38. Defendant negligently and willfully furnished information to the credit reporting
9 agencies it knew or should have known was inaccurate.

10 39. Based on these violations of Civil Code § 1785.25 (a), Plaintiff is entitled to the
11 remedies afforded by Civil Code § 1785.31, including actual damages, attorney's fees, pain and
12 suffering, injunctive relief, and punitive damages in an amount not less than \$100 nor more than
13 \$5,000, for each violation as the Court deems proper.

14 **PRAAYER FOR RELIEF**

15 WHEREFORE, Plaintiff respectfully requests that judgment be entered against Defendant
16 for the following:

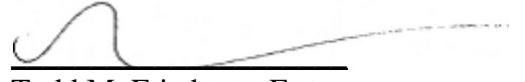
- 17 A. Actual damages;
18 B. Statutory damages for willful and negligent violations;
19 C. Costs and reasonable attorney's fees; and
20 D. For such other and further relief as the Court may deem just and proper.

21 **PLAINTIFF HEREBY REQUESTS A TRIAL BY JURY**

22 40. Pursuant to his right under Article 1, Section 16 of the Constitution of the State of
23 California, Plaintiff hereby demands, respectfully of course, a trial by jury on all issues so triable.

25 Respectfully submitted this 6th day of December, 2018.

26 By:


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Attorney for Plaintiff